

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract   
  OTR   
  CO   
  SS   
  BW   
  Emergency  
 Re-Bid   
  Other

Previous Contract/Project No:  
76025/14

LIVING WAGE APPLIES: \_\_\_ YES  NO

Requisition/Project No: ROID1200090

TERM OF CONTRACT: Initial term of 1 year with 2 options-to-renew

Requisition/Project Title: MEDICAL GASES

Description: The purpose of this invitation to quote is for the purchase of medical gases for Miami-Dade County Fire Rescue in conjunction with the County's needs on an as needed when needed basis.

User Department(s): MIAMI DADE FIRE DEPARTMENT  
 Issuing Department: INTERNAL SERVICES DEPARTMENT  
 Contact Person: MARTHA GAROFOLO Phone: 305-375-4265  
 Estimated Cost: \$ 71,000 PER YEAR  
 Funding Source: FIRE DISTRICT

**ANALYSIS**

Commodity/Service No: <u>430-92 / 430-42</u>		SIC:	
<b>Trade/Commodity/Service Opportunities</b>			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here: <input type="checkbox"/> If this is a New Contract/Purchase with no Previous History			
	<u>EXISTING</u>	<u>2<sup>ND</sup> YEAR</u>	<u>3<sup>RD</sup> YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): ___ Yes ___ No			

**RECOMMENDATIONS**

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

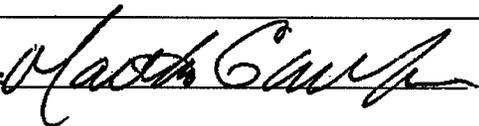
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Signed: 

Date to SBD: 6/15/12

Date Returned to DPM: \_\_\_\_\_



INVITATION TO QUOTE  
 MIAMI-DADE COUNTY  
 INTERNAL SERVICES DEPARTMENT  
 111 NW 1<sup>st</sup> Street  
 Miami, Florida 33125

**THIS IS NOT  
 AN ORDER**

QUOTATION NO.: RQID1200090

DUE DATE: 6/22/12

TIME: 2:00 PM

CONTRACT NO. (if applicable): 7602-5/14

CONTACT PERSON: MARTHA GAROFOLO

PHONE: 305-375-4265

FAX: 305-375-4407

SEALED QUOTE REQUIRED:  YES  NO *See Terms & Conditions and Instructions to Bidders Attached*

The purpose of this Invitation to quote is to establish for the purchase of medical gases for Miami-Dade County Fire Rescue in conjunction with the County's needs on an as needed when needed basis.

- NOTES:**
1. All prices shall be F.O.B. Destination delivery point including all costs and freight unless otherwise specified
  2. Failure to complete and sign this form renders your bid/quotation non-responsive and ineligible for award
  3. Payment Terms: In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code payment shall be 45 days from receipt of a proper invoice (30 days to small firms)

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE
1		CYL	Oxygen, USP, Size D, 397 Liters, Dimension: 44" x 17"	\$
1		CYL	Oxygen, USP, Size M, 122 Cubic Ft, Dimension: 7" x 43"	\$
1		CYL	Hydro Testing for "D" Size Bottles	\$
1		CYL	Hydro Testing for "M" Size Bottles	\$
<b>Grand Total</b>				\$

**1.1 METHOD OF AWARD To Primary and Secondary Vendors by Group**

Award of this invitation to quote will be made to (2) responsive, responsible vendors who submit an offer on all items listed and whose offer represents the lowest price when all items are added in the aggregate. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will to the designated lowest vendor as the primary vendor and will award this invitation to quote to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor. During the term of the contract, the County may also make award to the third lowest vendor as tertiary if the primary and secondary vendors do not perform.

Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

**1.2 TERM OF CONTRACT: TWELVE (12) MONTHS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the twelve month period.

**1.3 OPTION TO RENEW FOR TWO (2) ADDITIONAL YEAR(S) (With Price Adjustments)**

The initial contract prices resultant from this solicitation shall prevail for a one (1) year(s) period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional two (2) year(s) period on a year-to-year basis.

Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index (CPI), All Urban Consumers, All Items, Miami-Fort Lauderdale Area.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County's right to exercise the option period, the County may consider the vendor in default which decision may effect that vendor's eligibility for future contracts.

**1.4 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

NOTE 1: Cylinder rental prices proposed in this Solicitation shall be quoted on the basis of thirty (30) days of free usage, with demurrage charges to be assessed daily from the thirty-first day on. Rented cylinders will be returned to the vendor when empty or at the expiration of the contract period.

**1.5 DELIVERY AS SPECIFIED BELOW**

The vendor shall make daily deliveries to the Inventory and Supply Warehouse within twenty (24) hours and prior to 2:00 p.m., Monday through Friday, excluding County observed holidays. During emergencies, the vendor must be available to provide oxygen on a daily basis 7 days per week (Monday through Sunday). Oxygen orders placed for other Fire Department locations will be delivered within (2) days of receipt of purchase order.

**DELIVERY LOCATIONS**

The bidder shall deliver items to the following County facilities and locations as required:

<b>Inventory &amp; Supply Whse</b>	6000 SW 87 Avenue, Miami, Florida 33173 (Daily deliveries req'd for this site)
Air Rescue	Tamiami Airport (sta. 24) 14150 S.W. 127 St., Miami, FL
Air Rescue	Opa-Locka Airport (sta. 99) 4301 N.W. 145 <sup>th</sup> St. Miami, FL

**1.6 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED**

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order and seek the items from the Secondary Vendor, or elsewhere as the County deems necessary.

**1.7 CYLINDER EXCHANGE**

- 1) Cylinders delivered for exchange shall be in compliance with all OSHA/DOT safety regulations and standards. Exchanged cylinders shall be unlabeled as to ownership. (Exception: Miami-Dade Fire Department owned cylinders only). Miami-Dade Fire Department owned cylinders shall not be exchanged

with other entities or County departments and must be returned to the Fire Department. All Fire Department "D", "H" and "M" cylinders are the property of Miami Dade Fire Rescue Department.

- 2) The delivery days for the Fire Department shall be 24 hours after the pickup of empty oxygen bottles. Pickups shall be daily. If day is a public holiday, then the next day shall be the pickup day.

### 1.8 GAS SPECIFICATIONS

- K. AIR: GUARANTEED ANALYSIS
1. THC < 0.1
  2. H<sub>2</sub>O < 1
- L. AIR
1. High Purity. 99.99%, 9" x 51"
  2. Use: Gas chromatography

### 1.9 CERTIFICATION LABELING

All cylinders shall be clearly labeled with all applicable current inspection certifications in accordance with OSHA Standards Section 1910 and U.S. Department of Transportation Section 49 CFR Part 173.

Hydrostatic testing shall be performed on all cylinders prior to delivery and certified for a minimum of five (5) years.

Hydrostatic testing should be performed on oxygen cylinders by the vendor within no more than a period of sixty (60) days prior to delivery. Miami-Dade Fire Department will be responsible for detecting and separating cylinders that need hydrostatic testing.

### 1.10 CYLINDERS

Cylinders shall have the approved American National Standard Compressed Gas Cylinder Valve Outlet and Inlet Connections as specified in Section 1910 of the OSHA Regulations (Standards – 29 CFR) for each gas used. All valves must be functioning properly at the time of delivery.

In the event the cylinders do not meet the criteria, the vendor will be responsible for the repair and/or replacement of the cylinders at no additional cost to the County.

Vendor is responsible for filling the cylinders to the maximum capacity allowable by the manufacturer. In the event an odd size cylinder not listed on the Bid Proposal Form needs to be refilled, the vendor will charge the standard cost per cubic foot of the gas requested.

Cylinders that have exceeded their authorized service life shall be removed from County property by the vendor and may be properly transported for reprocessing or disposal of the cylinder's contents. Prior approval for cylinder removal shall be obtained from an authorized County representative.

**NOTE: The vendor will be held responsible for furnishing, repairing and hydrostatic testing of all cylinders.**

1.11 (Indicate Small/Micro Business measure and whether Local Preference will apply) PENDING (SPEE REVIEW)

### 1.12 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the vendor is awarded a contract under this invitation to bid, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

### 1.13 EMERGENCY SERVICE

- A) The bidder agrees by the submission of their bid to prioritize delivery to the Miami-Dade Fire Rescue Department in cases of emergencies or natural disasters. The bidder shall submit emergency contact information for 24-hour contact.
- B) In the event of a State of Emergency is declared by the County Manager, the successful bidder shall provide 24-hour, **Monday through Sunday service**, for emergency delivery to the County Departments. Delivery shall be made throughout the duration of the State of Emergency within four (4) hours of notification by the County.

- C) Successful bidders may be required to maintain their current pricing for the duration of the State of Emergency.
- D) The vendor shall coordinate efforts with Miami-Dade County in delivering services outside the normal schedule as required under this solicitation.

**1.14 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES**

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

**1.15 ADDITIONAL FACILITIES MAY BE ADDED**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

**1.16 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this Solicitation is specific to a certain County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

**1.17 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**1.18 IDENTIFICATION OF EACH ITEM**

Each item must be clearly identified on the offer submittal pages(s) as to make, model number, style number, packaging, and case weight, as requested, in order to be eligible for award. Use of terms such as, "As Spec" is unacceptable. Failure to provide this information with the offer may result in rejection of the offer.

NOTE: All gas cylinder labeling must meet US Department of Transportation (DOT) and Occupational Safety and Health Standards (OSHA) Regulations and Specifications (Standards - 29 CFR, Section 1910) including, but not limited to, legible markings and proper color coding of cylinders for the purpose of identifying the gas content with either the chemical or trade name of the gas. Such markings shall be by means of stenciling, stamping or labeling, and shall not be readily removable.

**1.19 MINOR REPAIRS**

In the event any minor repairs are required to cylinders, storage tanks, or other items associated with the provision of medical and industrial gases on this solicitation, the user department may choose to obtain a written estimate from the awarded vendors on the contract who are capable of supplying the materials and performing the services. The user department will request a written estimate of a firm fixed price from the awarded bidders for the repair service required. The vendor's written estimate should clearly show the labor and materials charges separately; and the vendor shall not proceed with any repair work without the explicit written permission from an authorized County representative on this contract.

**1.20 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" Issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>ST</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement. The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If Such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor.





# INVITATION TO QUOTE

MIAMI-DADE COUNTY  
QUOTATION NO. \_\_\_\_\_

**THIS IS NOT  
AN ORDER**

## INSTRUCTIONS TO BIDDERS

1. Where a sealed quote is indicated, bidder must submit the sealed quote by the specified time and date indicated on the front of this form to the Internal Services Department, Procurement Management Division, to the attention of the Bids and Contracts Section, at the address indicated on this form. **The envelope must state that it is a sealed quote and include the quote number and opening date. No telephone or fax quotes will be accepted.**
2. Where a sealed quote is not required, the bidder may submit its written quotation by fax, mail, etc. to the Specialist identified on the front of this document, unless otherwise specified.
3. **Quotes received after the time and date specified, and after any other quotes have been opened shall not be accepted.**

Requests for additional information or clarification must be made in writing to the person identified on the front of this form. The County will issue additional information by written addenda prior to the scheduled opening date. It is the bidder's responsibility to assure receipt of all addenda.

## TERMS AND CONDITIONS

1. Miami-Dade County is tax exempt and no taxes shall be included unless otherwise specified, by the County, on the quote form.
2. The County may reject any or all quotations, or any portion of the quotation, as it deems, in the best interest of the County.
3. In case of default by a successful bidder, Miami-Dade County may procure the goods or services from other sources and charge the bidder, any excess cost or damages occasioned thereby, and debar the bidder from further County contracts in accordance with the Miami-Dade County Code.
4. It is agreed that items or services quoted shall comply with all Federal, State, and local laws relative thereto, and that the bidder shall defend actions or claims brought, and save harmless the County from loss, cost or damage by reason of actual or alleged infringements of patents, copyrights, etc.
5. Bidder shall insert unit price and extension, as required, opposite each item. Where the unit price and the extension price are at variance, the unit price shall prevail.
6. Where equal (substitute) is quoted, items must be equal to or exceed the specifications of the goods specified. The County shall be the sole judge of equality and the decision rendered shall be final. Where the bidder quotes an equal product, the bidder must include the manufacturer, model, description, and any other information necessary for the County to make an evaluation. The County, at its sole discretion, may request additional information during the evaluation period.
7. This quote form, any addenda, and/or properly executed modifications, the purchase order (if issued), and a change order (if applicable), constitute the entire contract.
8. All material specified herein shall be fully guaranteed by the bidder against factory defects. The bidder at no cost to the County will correct any defects, which may occur as the result of faulty material or workmanship, within the period of the manufacturer's standard warranty. The County does not waive the implied warranties granted under the Uniform Commercial Code.
9. All goods and materials shall be new and unused, unless otherwise specified by the County as part of this Invitation to Quote.
10. The County may, at its sole discretion, extend the delivery date where the County determines that it is in the best interest of the County.



**INVITATION TO QUOTE**  
MIAMI-DADE COUNTY  
QUOTATION NO. \_\_\_\_\_

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11. Rejected goods remain the property of the bidder and all risk of loss remains with the bidder. Bidder must remove all rejected goods from County property within the time frame established by the County.
12. Method of award as referenced above.
13. The Internal Services Department, (ISD) Director, or designee, shall issue an award under this solicitation. The successful bidder shall honor no request for performance until the ISD Director, or designee, has made an award.
14. Any bidder may protest any recommendation for contract award in accordance with the applicable provisions of the Dade County Code.
15. Costs of mandatory random audit by the Inspector General are incorporated into this contract as 1/4 of 1% of the contract price.

**Purpose**

The purpose of this Invitation to Quote is to secure sealed quotes for the goods and/or services as listed and specified herein.

**Submitting A Sealed Quote**

Sealed quotes must have the following information clearly marked on the face of the envelope:

1. Bidder's name and return address
2. Quote number
3. Quote opening date and time

All quotes shall be submitted in a sealed envelope, on or before the due date and time, to the department indicated in the header of this Invitation to Quote form.

**To Receive A Copy Of Bid Tabulation**

To receive a copy of the tabulation of bids, the Bidder must enclose a self-addressed, stamped envelope when submitting the quote.

**Legal Requirements**

Bidders are advised that this contract is subject to all legal requirements contained in the County's Administrative Order 3-38 and all other applicable County Ordinances and/or State and Federal Statutes. Where conflicts exist between this bid solicitation and these legal requirements, the higher authority shall prevail.

The award of this bid solicitation is subject to County Ordinance No. 01-21 which, except where Federal or State law mandates to the contrary, allow preference to be given to a local business. For the purposes of the applicability of this Ordinance, "local business" means the bidder, as of the date of the bid opening, has a valid occupational license issued by Miami-Dade County to do business in Miami-Dade County, that authorizes the bidder to provide the goods, services or construction to be purchased, and has a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. A Post Office Box cannot be used to establish a physical address

When a responsive, responsible non-local business submits the lowest price bid, and the bid submittal by one or more responsive, responsible local businesses is within 10% of the price submitted by the non-local business, then the non-local business and each of the aforementioned local businesses shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.



**INVITATION TO QUOTE**  
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**COUNTY USER ACCESS PROGRAM (UAP)**

**User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

**Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

**Vendor Compliance**

If a vendor fails to comply with this section, that vendor may be considered in default of the contract by Miami-Dade County.

